

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Timothy Angier, Plaintiff, v. American Accounts & Advisers, Inc., Defendant.	Court File No.: _____ Complaint Jury Trial Demanded
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PARTIES

1. Timothy Angier is a natural person who lives in St. Louis Park, Minnesota and is a “consumer” as defined by 15 U.S.C. § 1692a(3).
2. American Accounts & Advisers, Inc. is a debt collection agency organized in the state of Minnesota. AAA's registered office address is 7460 80th Street, Cottage Grove, MN 55016.
3. According to its website, AAA provides “a full spectrum of collection and accounts receivable services. We will lead the way in recovering those hidden dollars within your outstanding and delinquent accounts.”
4. Because AAA regularly collects consumer debts, it is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

JURISDICTION

5. Jurisdiction arises under 28 U.S.C. § 1331 and under 15 U.S.C. § 1692k(d).
6. Venue is proper in this district because the acts and transactions occurred here, Angier lives here, and AAA conducts business here.

FACTUAL ALLEGATIONS

7. Angier incurred an obligation with Emergency Physicians for medical services that were primarily for personal, family, or household purposes.
8. The Emergency Physicians obligation is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).
9. Angier's Emergency Physicians obligation was placed with AAA for collection.
10. On July 17, 2013, Angier filed a Chapter 7 bankruptcy petition in U.S. Bankruptcy Court, District of Minnesota.
11. The Emergency Physicians obligation was listed in Angier's bankruptcy petition.
12. On July 20, 2013 a notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines was mailed to AAA at 7460 80th Street, Cottage Grove, MN 55016. A true and correct copy of the notice is attached to this complaint as exhibit A.
13. The notice listed David L. Friedman as Angier's bankruptcy attorney and provided Friedman's address and phone number.

14. Under 11 U.S.C. § 362, all debt collection activity was automatically stayed beginning on the day that Angier filed his bankruptcy petition.
15. After the automatic stay went into effect, on August 5, 2013, AAA sent a collection letter directly to Angier. A true and correct copy of the letter is attached to this complaint as exhibit B.
16. The letter stated that “Emergency Physicians has asked our agency to contact you to resolve your delinquent balance” and listed a balance of \$197.60.
17. The letter also stated that “[y]our account is not currently in collections If we do not receive payment in full or make other arrangements with you in the next 30 days, your account will be placed in collections.”
18. The letter also noted that “[t]his is an attempt to collect a debt.”
19. The August 5, 2013 letter was therefore a communication as defined by 15 U.S.C. § 1692a(2).
20. On September 5, 2013, AAA sent another collection letter directly to Angier. A true and correct copy of the letter is attached to this complaint as exhibit C.
21. The letter listed an amount owed of \$197.60 and stated that “in order to avoid further collection efforts on this account, please send payment in full...”
22. The letter also noted that “[t]his is an attempt to collect a debt.”
23. The September 5, 2013 letter was therefore a communication as defined by 15 U.S.C. § 1692a(2).
24. AAA did not have Angier's permission to communicate with him directly.

25. Upon information and belief, AAA did not have the express permission of a court to communicate directly with Angier.

Summary

26. By demanding immediate payment after Angier filed his bankruptcy petition, AAA falsely represented the character, amount, or legal status of a debt in violation of 15 U.S.C. § 1692e(2)(A).
27. By communicating with Angier directly when it knew that he was represented by an attorney and knew the name and address of Angier's attorney, AAA violated 15 U.S.C. § 1692c(a)(2).

JURY TRIAL

28. Angier requests a jury trial. U.S. CONST. amend. VII. FED. R. CIV. P. 38.

CAUSE OF ACTION

Violations of the Fair Debt Collection Practices Act

29. Angier repeats the preceding allegations.
30. AAA's letters violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et. seq., specifically sections 1692c(a)(2) and 1692e(2)(A).
31. As a result of AAA's FDCPA violations, Angier is entitled to statutory damages in an amount up to \$1,000.00 under 15 U.S.C. § 1692k(a)(2)(A); and reasonable attorney's fees and costs under 15 U.S.C. § 1692k(a)(3).

PRAYER FOR RELIEF

Angier requests that judgment be entered against AAA:

1. For statutory damages of \$1,000.00 under 15 U.S.C. §1692k(a)(2)(A);
2. For the costs of litigation and reasonable attorney's fees under 15 U.S.C. §
1692k(a)(3);

FRIEDMAN IVERSON, PLLC

Date: September 25, 2013

s/ Todd Murray

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VERIFICATION OF COMPLAINT AND CERTIFICATION

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Timothy Angier, being sworn, states that:

1. I'm the plaintiff in this case.
2. I've read this complaint prepared by my attorney and I believe that all of the facts contained in it are true, to the best of my knowledge.
3. I believe that this complaint is well-grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this complaint is not being brought for any improper purpose, such as to harass the defendant, cause unnecessary delay, or create a needless increase in the cost of litigation to the defendant.
5. I've filed this complaint in good faith and solely for the purposes set forth in it.
6. All of the exhibits that are attached to the complaint are true and correct copies of the originals.

Date: September 25, 2013

s/ Timothy Angier

Timothy Angier

Subscribed and sworn to before me
this 25th day of September, 2013

s/ Todd Murray

Notary Public